

#### **ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT**

The geographic scope of the Agreement shall extend to the trade between ports in California on the one hand and ports on the Pacific Coast of Mexico, Guatemala, El Salvador, and Nicaragua, on the other hand. All of the foregoing is referred to herein as the "Trade."

#### **ARTICLE 5: AGREEMENT AUTHORITY**

5.1 Charter of Space. Sealand shall sell and APL shall purchase, on a used/not used basis, slots for ~~150~~<sup>225</sup> TEUs (or a maximum of ~~1800~~<sup>2700</sup> metric tons) (including ~~4~~<sup>30</sup> reefer plugs) on each sailing of Sealand's WCCA service. Sealand shall provide slot and guarantee the availability of such space or weight to APL. Notwithstanding the foregoing, in case of vessels sailing from a port with less than 2 days spacing between them for reasons solely within Sealand's control, APL shall be relieved from its commitment to pay on a used / unused basis on the second of those two vessels. Loadings on the second vessel shall be invoiced by SL on an as used basis only. The Parties are authorized to increase or decrease any of the above numbers by up to 75 percent, or to sell/buy additional slots on an individual voyage basis, without amendment. In addition to the foregoing basic allocation, APL shall have the possibility to purchase space for up to twenty-five (25) additional TEUs (at 12 mtons average or 300 mtons, whichever is reached first) on a used basis. Such additional space must be requested prior to relevant vessel/cargo cutoffs and, once confirmed, shall be considered as reserved space and will be invoiced on a used or not basis.

5.2 Terms of Sale. The sale of slots under Article 5.1 shall be on such terms and such conditions as the Parties may agree from time to time.

5.3 Sub-Chartering. APL shall not sub-charter slots made available to it hereunder without the prior written consent of Sealand.

5.4 Port Omissions Due to Force Majeure. In the event Sealand clearly demonstrates that the need to omit a port or ports to restore the schedule has been caused by a force majeure event occurring within the scope of this Agreement, then Sealand retains the right to discharge